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AGREEMENT

between

MATAWAN-ABERDEEN REGIONAL BOARD OF EDUCATION,  
(MONMOUTH) COUNTY, NEW JERSEY

and

SERVICE EMPLOYEES INTERNATIONAL

UNION, AFL-CIO

(Caterial Workers)

✓ July 1, 1978 through June 30, 1980

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## **PREAMBLE**

ARTICLE I  
RECOGNITION

A. The Board hereby recognizes the Union during the life of this Agreement as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all Cafeteria employees of the Matawan Regional School District, including:

1. Cooks
2. Bakers
3. Assistant Cooks and Assistant Bakers
4. Leaders
5. Cafeteria Aides
6. General Workers

B. Excluded from the bargaining unit shall be managerial executives, confidential employees, policemen, professional and craft employees, supervisors, and all other individuals employed by the Board not specifically enumerated above.

## ARTICLE II

### DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its employees covered under this Agreement, dues for the Service Employees International Union, AFL-CIO, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Union by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate Union.

B. The Union named shall certify to the Board, in writing, the current rate of its membership dues. If the Union shall change the rate of its membership dues, it shall give the Board 30 days written notice prior to the effective date of such change.

C. The Union shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall rise out of or by reason of action taken by the Board in reliance upon said salary deduction authorization cards submitted by the Union to the Board.

ARTICLE III  
PROBATIONARY PERIOD

A. The first twenty-two (22) working days of employment for all new employees will be considered a probationary period for purposes of this Agreement. The Board may extend the probationary period for an additional twenty (20) working days justified upon notification to the Union.

B. During the aforementioned probationary period, the Board may discharge such employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Board shall have no responsibility for the re-employment of the newly engaged probationary employees if they are dismissed during the probationary period.

ARTICLE IV  
MANAGEMENT RIGHTS

A. The Board hereby retains and reserves unto itself, without limitation, all legal powers, legal authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and other responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE V  
MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the School District is of paramount importance to the citizens of the Matawan Regional School District, and that there should be no interference with such operations.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf, will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, walkout or other job action against the Board. The Union agrees that such action would constitute a material breach of this Agreement.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by any other employee or group of employees of the Board, and that the Union will publicly disavow such action and order all such members that participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

D. In the event of a strike, slowdown, work stoppage, or other activity aforementioned, it is covenanted and agreed that

participation in any such activity by any employee covered under this Agreement shall entitle the Board to take any disciplinary action up to and including termination of the employment of such employee or employees.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in Law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

F. The Board Agrees that there shall be no lockout of employees nor undue denial of work.

ARTICLE VI

NON-DISCRIMINATION

A. There shall be no discrimination by the parties against an employee on account of race, color, age, creed, sex or national origin.

B. No employee shall be discriminated against because of their membership or non-membership in the Union, or because of any lawful activities by such employees on behalf of the Union.

ARTICLE VII

BULLETIN BOARDS

A. The employer shall permit the Union the reasonable use of bulletin boards for the purpose of posting notices, communications, or other information in connection with the Union and its activities.

ARTICLE VIII

MODIFICATION OF AGREEMENT

A. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the parties thereto.

## ARTICLE IX

### VISITATION

A. The Union, through its representatives, shall have access and the right to visit working areas of the school in the district where employees covered by this Agreement are assigned during normal working hours. However, the Union agrees that it shall not interfere with any working operations in the district, and shall notify the Cafeteria Manager in advance and shall register with the Building Administrator, or his designee.

ARTICLE X

SAFETY

A. The employer will insure that all conditions of work are maintained in a safe working environment, and further, that all safety devices and necessary equipment are supplied to maintain said environment. This includes equipment required by the various health codes and other applicable statutes.

B. A safety committee shall be established and made up of the Chief Steward and the Department Head. This committee may meet whenever called by a majority of the committee, but shall meet not less than once every four (4) months. The committee shall be responsible for inspection and implementation of all safety rules. The committee shall have the right to recommend all necessary provisions to insure the safe operation and protection of employees at the work sites.

ARTICLE XI  
SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

## ARTICLE XII

### GRIEVANCE PROCEDURE

A. The term "grievance" as used herein means any alleged violation, misinterpretation, or misapplication of this Agreement, and may be raised by an individual, or group of individuals, the Union on behalf of an individual or group of individuals, or the Board.

B. The following constitutes the sole and exclusive method for resolving grievances between the parties over this Agreement, with the exception of Board-initiated grievances, which will proceed in accordance with Section C, and shall be followed in its entirety unless any step is waived by mutual consent:

#### Step One:

The aggrieved shall institute action under the provisions hereof within twenty (20) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said twenty (20) working days shall be deemed to constitute an abandonment of the grievance. The immediate supervisor shall render a decision within five (5) working days after receipt of the grievance.

#### Step Two:

In the event that the grievance cannot be settled by Step One above, the written grievance may be filed with the Assistant Business Administrator, or his designee, within five (5) working

days after the decision of the immediate supervisor. The Assistant Business Administrator shall have eight (8) working days within which to answer the grievance.

Step Three:

If such grievance is not resolved by Step Two above, the aggrieved shall within five (5) working days after the response from the Assistant Business Administrator, submit the grievance in writing to the Superintendent. The Superintendent shall hold a hearing within ten (10) working days from the receipt of the grievance, and shall have ten (10) working days thereafter to reach his decision with respect thereto. If the Superintendent requires more time to set up a hearing, he shall notify the Union in writing of the necessity for extending the matter to a future date, which shall not be excessive. A representative of the Union shall attend such hearing.

Step Four - Arbitration:

1. If the grievance cannot be satisfactorily adjusted within ten (10) days at Step Three, the matter may be referred for final decision and determination to an impartial arbitrator by the employee and the Union.

2. Either party may refer the question to the New Jersey State Board of Mediation under whose Rules an arbitrator shall be chosen. The arbitrator shall be bound and governed by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment

Grievance Procedure continued:

or supplement thereto. The costs for the services of the arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

3. The arbitrator shall set forth his findings of facts, conclusions of law, and reasons for making the award within thirty (30) days after the conclusion of the arbitration hearing.

4. The decision of the arbitrator shall be final and binding upon the parties.

C. The Board may institute action under the provisions of this Article within twenty (20) working days after the event giving rise to the grievance has occurred. Such grievance shall be filed directly with the Union and an earnest effort shall be made to settle the differences between the Board and the Union. If such grievance is not settled, it may be submitted directly to Arbitration. Such submission shall be made not later than twenty (20) working days following the failure of the parties to resolve the differences.

D. Failure in any step to communicate a decision within the specified time limit shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that Step. Failure to raise a grievance within the time limits herein, shall be deemed to be an abandonment of the grievance. Time

limitations may be extended by mutual agreement of both parties involved and must be reduced to writing.

E. Members of the bargaining unit shall be entitled to have a representative of the Union present at any stage of the grievance procedure. The Union shall be notified of the decision at each Step.

## ARTICLE XIII

### WORK DAY, WORK WEEK, WORK YEAR

A. The work year for employees shall be on a ten (10) month basis, to be corelated with the amount of student days on which food service is provided as determined by the Board of Education, plus up to five (5) days before and after the student year, the actual number of days to be determined by the Cafeteria Supervisor.

B. It is understood that the Board may provide a summer food service program, in which event employees shall be selected by the Cafeteria Manager pursuant to Article XIV herein and shall work as required.

C. The work week shall consist of five (5) days, commencing on Monday through Friday.

D. The work day shall be based on actual hours worked.

E. Each employee shall be entitled to a ten (10) minute paid rest period during each four (4) hour work segment.

F. If an employee is required to attend a meeting by the Board, such employee shall be paid at their regular straight time rate for such attendance.

## ARTICLE XIV

### OVERTIME AND PREMIUM PAY

A. Employees working in excess of forty (40) hours per week and/or at catering functions outside their regularly scheduled hours shall be compensated at the rate of time and one-half (1 1/2) their regular pay.

B. Hours of work shall not be reduced during an established work week or work schedule solely for the purpose of avoiding overtime payment.

C. Overtime shall be divided as equally and as equitably as possible to all union members of the bargaining unit, provided they are qualified to do the work. The principle of seniority will be utilized in determining the selection of employees for overtime work on a building-wide and classification-wide basis. The most senior employee shall be offered overtime first, with the next most senior employee offered overtime next in a cycle of rotation until the list is exhausted. The cycle will then return to the most senior employee. Any employee refusing overtime in their turn shall lose their place on that cycle of the overtime list, and shall not be eligible until the next turn on the list.

D. Overtime shall be paid during the month following that in which the overtime is worked.

E. Whenever possible, overtime scheduled shall be posted the day before such overtime is scheduled. Employees working overtime shall be permitted to make such necessary notification to their homes and families.

Overtime and Premium Pay continued:

F. Employees shall be expected to work a reasonable amount of overtime when requested.

## ARTICLE XV

### SENIORITY

A. Seniority shall be defined as length of continuous service in the bargaining unit, and shall begin with the first day of employment. In the case of layoffs, the Board agrees to use seniority to the greatest extent possible. In the case of promotions, the Board agrees to promote the most senior employee, provided that employee has the ability and qualifications to do the work.

ARTICLE XVI  
HEALTH BENEFIT INSURANCE

A. The Board agrees to provide, for each employee who works twenty (20) hours or more per week, full coverage in the New Jersey Public and School Employees Health Benefit Plan at no cost to the employee. This Plan consists of Blue Cross, Blue Shield, Rider J coverage, plus supplementary Major Medical coverage.

B. Effective September 1, 1979, the Board agrees to provide, for each employee who works twenty (20) hours or more per week, up to Ninety (\$90.00) Dollars for a prescription plan.

C. The Board reserves the right to change insurance carriers so long as substantially similar benefits are provided.

ARTICLE XVII

CLOTHING

A. The Board shall provide to each regular kitchen worker a Fifty-Five (\$55.00) Dollar clothing allowance for each year of this Agreement.

ARTICLE XVIII  
TRAVEL ALLOWANCE

A. Any employee who is required to utilize their own vehicle, or is requested to perform work at another location, shall receive a mileage allowance at the rate of ten (10¢) cents per mile, or be reimbursed the appropriate fee for use of public transportation, if necessary.

ARTICLE XIX

LEAVES

A. Upon written notice to the employer, an employee may apply for a leave of absence of up to sixty (60) days. The application shall specify the requested length of time for the leave. The leave may be extended by mutual agreement of the parties. All leaves of absence must be approved by the Board of Education, or its designee.

B. Regular ten (10) month employees shall be granted up to ten (10) days sick leave each year, which shall be cumulative from year to year. An intended absence shall be reported as soon as such intention is known to the employee.

C. Any employee who is absent for five (5) consecutive days or more may be required to submit a note from his or her doctor showing that such employee is fit and able to return to work.

## ARTICLE XX

### POSTING OF VACANCIES AND PROMOTIONS

A. In the event that a vacancy exists or promotional opportunity is available, such vacancy or opportunity shall be posted in writing for a period of ten (10) working days. Selection of employees to fill the vacancy shall be governed by seniority, provided the applicants are equally qualified. Employees shall be eligible to bid for lateral or higher positions.

B. In the case of new or vacant positions in the "kitchen worker" category which arise after June 30, 1978, qualified aides shall be given the first opportunities for the first three (3) positions in such category. The fourth (4th) such vacancy or opening may be offered to a non-employee, at the Board's option, and further such opportunities shall be offered to aides, and then non-employees (at the Board's option) on an alternating basis: Example - six (6) openings - first three (3) to aides, fourth (4th) to Board's choice, fifth (5th) to aide, sixth to Board's choice, etc.

ARTICLE XXI

TRANSFERS AND REASSIGNMENTS

A. No transfers or reassessments will be made for disciplinary purposes.

B. An employee, for reasons of hardship, may request a transfer or reassignment. The Board agrees that it will make reasonable efforts to accommodate such employee.

ARTICLE XXII  
SUCCESSORS AND ASSIGNS

A. This Agreement shall be binding upon the successors and assigns of the parties.

ARTICLE XXIII

JURY DUTY

A. When a member of the bargaining unit is summoned for jury duty, the Board shall grant such employee time off for jury duty and will pay the employee the difference between his jury duty pay and the regular straight time hourly rate for the regular scheduled hours of work.

ARTICLE XXIV

BEREAVEMENT LEAVE

A. In the case of the death of a parent, brother, sister, husband, wife, child, or a relative who is a member of the immediate household of the employee, members of the bargaining unit will be excused without loss of pay from the day of the death to the day after the funeral, inclusive, provided the absence does not exceed five (5) school days.

ARTICLE XYV

GUARANTEED HOURS

A. Employees who report to work without having been notified that the cafeteria is closed, shall be guaranteed either one-half (1/2) their scheduled hours work or pay in lieu thereof. Closing whistle and/or radio notification that school is closed shall constitute adequate notification.

B. Once employees begin their scheduled shift, they shall be guaranteed work or pay in lieu thereof for the duration of their scheduled hours, even upon the closing of the cafeteria.

C. The decision whether an employee shall be excused or shall work will be at the Supervisor's discretion.

## ARTICLE XXVI

### HOLIDAYS

A. All employees of the bargaining unit shall be entitled to nine (9) paid holidays during the 1978-79 school year.

B. All employees of the bargaining unit shall be entitled to ten (10) paid holidays during the 1979-80 school year.

C. Payment shall be based on individual employees regularly scheduled hours.

Listed below are the 9 paid holidays for the 1978-79 school year; also listed is the one (1) additional holiday for the 1979-80 school year.

#### 1978-79

1. Old 10/9 Columbus Day (substitute for Veteran's Day)
2. Old 11/23 Thanksgiving Day
3. Old 12/25 Christmas Day
4. Old 1/1 New Year's Day
5. New 1/15 Martin Luther King's Birthday
6. New 2/12 Lincoln's Birthday
7. Old 2/22 Washington's Birthday
8. Old 4/13 Good Friday
9. Old 5/28 Memorial Day

#### 1979-80

Same as above plus the day after Thanksgiving.

ARTICLE XXVII

WAGES

A. All employees of the bargaining unit shall receive a twenty-six (26¢) cents per hour increase over the 1977-78 base rate, effective September 1, 1978.

B. Effective September 1, 1979, all employees of the bargaining unit shall receive a twenty-one (21¢) cents per hour increase over the 1978-79 rate.

C. Any employee who works in a higher classification for a minimum of a full day shall receive the rate of that classification for the hours so worked.

D. Aides shall be paid for all hours worked, including those hours beyond their regularly scheduled hours, provided such work is authorized by their supervisor.

ARTICLE XXVIII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of July 1, 1978, and shall be in effect to and including June 30, 1980. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Matawan, New Jersey, on this 22 day of January, 1979.

SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

MATAWAN-ABERDEEN REGIONAL BOARD OF EDUCATION, MONMOUTH COUNTY

By:

By:

Witness:

LETTER OF UNDERSTANDING

THE MATAWAN-ABERDEEN REGIONAL BOARD OF EDUCATION AND SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, do hereby agree between the parties that for purposes of seniority, all time worked for JA-CE Inc. and ARA Services, Inc., shall be considered as service time with the Board of Education, provided the aforementioned time was on behalf of the Matawan-Aberdeen Regional Board of Education. It shall be the obligation of the Union to provide the Board with satisfactory proof of service with the aforementioned companies before such seniority will be granted.

MATAWAN-ABERDEEN REGIONAL BOARD OF EDUCATION

By:

Richard J. Brown

SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

By:

Dr. Jeff, President

Janet Orrok

Mary E. Haws  
Janet Mitchell

